



**REQUEST FOR QUOTATION (RFQ)**  
**For Supply, Delivery and Installation of Hoarding Boards**

NAME & ADDRESS OF FIRM	DATE: September 12, 2017
	REFERENCE: UNDP/RFQ/35/2017

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, Delivery and Installation of Hoarding Boards – 140 nos.** for Comprehensive Disaster Risks Management Programme (CDRMP)/UNDP, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **5:00PM, September 25, 2017** in sealed envelope by *courier mail or hand delivery* to the address below:

**United Nations Development Programme**  
**Ref: UNDP/RFQ/35/2017**  
**The Registry, Reception, UN House**  
***Pulchowk, Lalitpur, Nepal***

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the above mentioned services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> <b>Other: Local delivery and installation</b>	
Customs clearance <sup>1</sup> , if needed, shall be done by:	<input checked="" type="checkbox"/> <b>Supplier/Offeror</b>	
Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Delivery and Installation of Hoarding Boards in all 9 wards and VDC HQ (former) of 5 VDCs each of Sindhupalchowk (Irkhu, Kubhinde, Sipapokhare, Badegaun, Bhotsipa) and Dolakha (Katakuti, Magapauwa, Lakuridanda, Bocha &amp; Fasku)</b>	
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	<b>Not applicable</b>	
Distribution of shipping documents (if using freight forwarder)	<b>Not applicable</b>	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> <b>12 weeks.</b>  <div style="display: flex; justify-content: space-around;"> <div>[pls. indicate]</div> <div>[pls. indicate]</div> </div>	
Delivery Schedule	<input checked="" type="checkbox"/> <b>Required</b>	
Packing Requirements		
Mode of Transport	<input checked="" type="checkbox"/> <b>Road</b> <input type="checkbox"/> <b>OTHER [pls. specify]</b>	
Preferred Currency of Quotation <sup>3</sup>	<input checked="" type="checkbox"/> <b>Local Currency : Nepalese Rupees (NPR.) inclusive of VAT</b>	
Value Added Tax on Price Quotation <sup>4</sup>	<input checked="" type="checkbox"/> <b>Must be inclusive of VAT and other applicable indirect taxes</b>	

<sup>1</sup> Must be linked to INCO Terms chosen.

<sup>2</sup> Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

<sup>3</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>4</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	<input checked="" type="checkbox"/> <b>Warranty for one year.</b>  <p>[pls. specify]</p>
Deadline for the Submission of Quotation	<b>5:00PM, Monday, September 25, 2017 Nepal Standard Time</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> <b>English</b>  <p>[pls. specify, including dialects, if needed]</p>
Documents to be submitted <sup>5</sup>	<input checked="" type="checkbox"/> <b>Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</b>  <input checked="" type="checkbox"/> <b>Detailed Specifications of the quoted Hoarding Boards;</b> <input checked="" type="checkbox"/> <b>Latest Business Registration Certificate;</b> <input checked="" type="checkbox"/> <b>Latest VAT/PAN Registration Certificate;</b> <input checked="" type="checkbox"/> <b>Latest Tax Clearance Certificate;</b>  <input checked="" type="checkbox"/> <b>List of contracts to evidence minimum 2 years of past experience in similar supplies indicating name and address of the client, contract amount and duration;</b>  <input checked="" type="checkbox"/> <b>Client certificates from minimum two clients for satisfactory performance in similar supplies.</b>

<sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

	<p style="text-align: right;"><i>"Dangerous Goods"</i></p> <p><input checked="" type="checkbox"/> <b>Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</b>  <i>[pls. specify as many as required]</i></p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> <b>90 days</b></p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> <b>Not permitted</b>
Payment Terms <sup>6</sup>	<input checked="" type="checkbox"/> <b>Payment will be made after successful completion of delivery and installation of hoarding boards.</b>
Liquidated Damages	
Evaluation Criteria <i>[check as many as applicable]</i>	<p><input checked="" type="checkbox"/> <b>Technical responsiveness/Full compliance to requirements and lowest price<sup>7</sup></b></p> <p><input checked="" type="checkbox"/> <b>Full acceptance of the PO/Contract General Terms and Conditions</b> <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i></p> <p><i>[pls. specify]</i></p>
UNDP will award to:	<input checked="" type="checkbox"/> <b>One and only one supplier</b>

<sup>6</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

<sup>7</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

<sup>8</sup> This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

Type of Contract to be Signed	<input checked="" type="checkbox"/> <b>Purchase Order</b>  <input checked="" type="checkbox"/> <b>Other Type/s of Contract: UNDP's Institutional Contract</b>
Special conditions of Contract	<input checked="" type="checkbox"/> <b>Cancellation of PO/Contract if the delivery/completion is delayed by 30 days.</b> <p>[pls. specify]</p>
Conditions for Release of Payment	<p>[specify method, if possible]</p> <p>[specify standard, if possible]</p> <p>[specify no. of trainees, and location of training, if possible]</p> <input checked="" type="checkbox"/> <b>Written Acceptance of completion of the services, based on full compliance with RFQ requirements</b> <p>[pls. specify]</p>
Annexes to this RFQ <sup>10</sup>	<input checked="" type="checkbox"/> <b>Schedule of Requirement and Specifications for Hoarding Boards (Annex 1)</b> <input checked="" type="checkbox"/> <b>Form for Submission of Quotation (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3).</b>  <p>[pls. specify, if any]</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact address for Inquiries (Written inquiries only) <sup>11</sup>	<p><i>Procurement Unit</i>  <i>UNDP Nepal</i>  <i>Email: <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a></i></p> <p>Written inquiries must be submitted mentioning RFQ Ref: UNDP/RFQ/35/2017(UG), on or before 11:00AM, 18 September 2017. UNDP shall respond to the inquiries through a bulletin posted in UNDP Website: <a href="http://www.np.undp.org/content/nepal/en/home/operations/procurement.html">http://www.np.undp.org/content/nepal/en/home/operations/procurement.html</a>. Inquiries received after the above date and time shall not be entertained.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p>

<sup>9</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

<sup>10</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>11</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:


<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

**UNDP encourages every prospective Vendor to** avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

A handwritten signature in black ink, appearing to read 'Deepak', with a long, sweeping horizontal line extending to the right.

*Deepak Shrestha*  
*Procurement Analyst*  
*UNDP Nepal*  
September 12, 2017

## Annex 1

### Schedule of Requirements and Specifications for Hoarding Boards

Schedule of Requirement				
S.no.	Description	Unit	Qty	Requirement
1	<p><b>Fabrication, supply, delivery and installation of Hoarding Boards (Billboard-RAP &amp; Billboard-TDH) as per the following specifications:</b></p> <p><b>Billboard-RAP &amp; Billboard-TDH</b></p> <p><b><u>Specification of Boards:</u></b></p> <ul style="list-style-type: none"> <li>• Size: 4' x 6'</li> <li>• ACP Board with 1" sq. heavy pipe with GI sheet (3mm) with laminated vinyl sticker print {High Quality, using jet best ink print by mootoo machine on orazet or equivalent sticker  <b>Note:</b> The quality of the printing will be the same but the contain of the each hoarding board will be different. The detail will be provided to the vendor by the project.</li> <li>• Edge covering by 3/4 "aluminum channels</li> <li>• 2" sq. pipe of 10' length double side frame pole</li> <li>• Vertical post must be fixed 1.5' below the ground level using PCC of 1:3:6.</li> </ul>	sets	140	<p>Fabrication and Installation of Hoarding Boards in all 9 wards and VDC HQ (former) of 5 VDCs each of Sindhupalchowk (Irkhu, Kubhinde, Sipapokhare, Badegaun, Bhotsipa) and Dolakha (Katakuti, Magapauwa, Lakuridanda, Bocha &amp; Fasku).</p> <p>Delivery and installation should be completed within 12 weeks from the date of order/contract.</p>

### Place of Installation of Hoarding Boards

RAP Hoarding Board Installation Details_Sindhupalchowk			
S.N	VDC	Ward no	Location
1	Kubhinde	1, 2	Bagbazar



2	Kubhinde	3, 4	Ward Office
3	Kubhinde	5, 6	Talchaur
4	Kubhinde	7, 8, 9	Thakuri chok
5	Kubhinde	9	Simpani
6	Kubhinde	6	Talchaur
7	Irkhu	1, 2	Irkhu Bazar
8	Irkhu	3	Syangtang Gau
9	Irkhu	4, 5	Bagar
10	Irkhu	6	Diyale (Nearby School)
11	Irkhu	7	Chilaune (near by school)
12	Irkhu	8, 9	Bandada (Nearby school)
13	Bhotsipa	1	Sipatar
14	Bhotsipa	2, 3	Teendhara
15	Bhotsipa	4	Nearby school (Janata Sec. School)
16	Bhotsipa	5	Koldum
17	Bhotsipa	6, 7	Chandeswori
18	Bhotsipa	8	Bhanjyang Pokhari
19	Bhotsipa	9	Jholunge
20	Badegaun	1	Aapchaur
21	Badegaun	2, 3	Teenghare Thati
22	Badegaun	4	Baghkhori
23	Badegaun	5	Haweli
24	Badegaun	6, 7	Chiplemane
25	Badegaun	8, 9	Aaiselukharka
26	Sipapokhare	2, 3	Jyamiremane
27	Sipapokhare	8, 5	Deurali
28	Sipapokhare	1, 6	Paachpipile
29	Sipapokhare	4, 7	Maidan Tole (Ward Office)
30	Sipapokhare	9	Chandrawati Mandir (Gahate)

#### **TDH Hoarding Board Installation Details\_Sindhupalchowk**

S.N	VDC	Ward no.	Location
1	Kubinde	2	Manedada
2	Kubinde	4	Deurali
3	Kubinde	6	Talchaur
4	Kubinde	8	Nepalitole
5	Irkhu	1	Swara
6	Irkhu	2	Chipchipe
7	Irkhu	3	Chipichaur
8	Irkhu	4	Deepbagar
9	Bhotsipa	3	Teendhara
10	Bhotsipa	6	Patigaun

11	Bhotsipa	8	Masar
12	Bhotsipa	9	Jholunge
13	Sipapokhare	2	Archale
14	Sipapokhare	6	paachpipile
15	Sipapokhare	8	Dubindada
16	Sipapokhare	9	Gahate
17	Badegaun	1	Aapchaur
18	Badegaun	2	Basantapur
19	Badegaun	6	Pyughar
20	Badegaun	8	Sutyakot

### RAP Hoarding Board Installation Details\_Dolakha

S. N.	VDC	Ward no	Location
1	Boch	1	Thulonaagi
2	Boch	2	Thalnaagi
3	Boch	3	Boch Ghumti
4	Boch	4	Phayalgaun
5	Boch	5	Hile
6	Boch	6	Lapse Samudayik Bhawan
7	Boch	7	Siddhartha Pra. Vi.
8	Boch	8	Prasate danda
9	Boch	9	Krishidanda VDC building
10	Boch	9	Krishidanda VDC building (VDC level)
11	Lakuridanda	1	Okhre
12	Lakuridanda	2	Nari Jagaran Pra. Vi.
13	Lakuridanda	3	Dandagaun
14	Lakuridanda	4	Angeridanda
15	Lakuridanda	5	Nigale Baghkhori
16	Lakuridanda	6	Daregauda
17	Lakuridanda	7	Aahale danda
18	Lakuridanda	8	Kharidhunga Police post
19	Lakuridanda	9	Jhigan
20	Lakuridanda	6	VDC building (VDC level)
21	Magapauwa	1	Lamcheaahal
22	Magapauwa	2	Hile Bazar
23	Magapauwa	3	Kamala Ni. Ma. Vi.
24	Magapauwa	4	Buddha Gumba
25	Magapauwa	5	Pipalbot
26	Magapauwa	6	Siddheswori

27	Magapauwa	7	Pipaldanda Ni. Ma. Vi.
28	Magapauwa	8	Kharidanda
29	Magapauwa	9	Siva Mandir
30	Magapauwa	2	Pauwa Hile (VDC level)
31	Katakuti	1	Dhunge
32	Katakuti	2	Botle
33	Katakuti	3	Jormane
34	Katakuti	4	Ganeshthan
35	Katakuti	5	Bhimsenthan
36	Katakuti	6	Boarding Danda
37	Katakuti	7	Birendra School
38	Katakuti	8	Bagkhor Bazar
39	Katakuti	9	Durali
40	Katakuti	9	Deurali Bagkhor (VDC level)
41	Phasku	1	Bhadreswori School
42	Phasku	2	Kalapani School
43	Phasku	3	Hulakedanda
44	Phasku	4	Manedanda
45	Phasku	5	VDC building
46	Phasku	6	Bardanda
47	Phasku	7	Meldanda
48	Phasku	8	Shurke School
49	Phasku	9	Bhitaripati
50	Phasku	5	VDC building (VDC level)

### TDH Hoarding Board Installation Details\_Dolakha

S. N.	Name of TDH- House Owner	VDC	TDH location		Additional location	
			Ward no	Location	Ward no	Location
1	Mr. Subba Thapa	Boch	3	Jamdar tole	1	Charange bridge
2	Ms. Kalpana K. C.	Boch	6	Serabesi	6	Serabesi
3	Mr. Ganesh K. C.	Boch	5	Lamagaun	3	Boch Ghumti
4	Ms. Dilmaya Kami	Boch	9	Mohorchap	9	Krishidanda
5	Ms. Bhakta Bahadur Tamang	Lakuridanda	7	Jhakrichaour	7	Jhotre
6	Mr. Tirth Bahadur Bhujel	Lakuridanda	1	Okhre	9	Tiiredhara
7	Ms. Amariti Kumari Thami	Lakuridanda	3	Kutkute	3	Dandagaun
8	Mr. Man Bahadur Shrestha	Lakuridanda	6	Bhitari	5	Nigale Bagkhor
9	Ms. Sher Kumari Shrestha	Magapauwa	9	Barahange	2	Hile

10	Mr. Buddha Singh Tamang	Magapauwa	6	Lokiltole	5	Birta
11	Ms. Masali Damai	Magapauwa	2	Hile	2	Hile
12	Ms. Sarita Budhathoki	Magapauwa	4	Jogidanda	4	Jogidanda
13	Ms. Dil Kumari Shrestha	Katakuti	9	Deurali, Baghkhori	9	Deurali, Baghkhori
14	Mr. Chandra Bahadur Basnet	Katakuti	7	Dwaretole	7	Birendra School
15	Ms. Til Kumari Khadka	Katakuti	4	Dandagaun	4	Thapatole
16	Ms. Dhawa Dolmo Tamang	Katakuti	2	Gochet	1	Botle chowk
17	Ms. Rudra Kumari Khadka	Phasku	3	Bojhini gaun	5	VDC building
18	Ms. Man Kumari Kafle	Phasku	5	Baungaun	5	Darkha
19	Mr. Ram Ji Giri	Phasku	2	Sanyasidanda	3	Palchet
20	Mr. Ganga Bahadur Basnet	Phasku	8	Syphrung	8	Dandakharka



*Deepak Shrestha*  
*Procurement Analyst*  
*UNDP Nepal*  
 September 12, 2017

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>12</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>13</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer bid for **Supply, delivery and installation of Hoarding Boards** in conformity with the requirements of UNDP as per RFQ Reference No. UNDP/RFQ/35/2017:

**TABLE 1 : Offer for Supply, Delivery and Installation of Hoarding Boards**

Item No.	Description	Qty	Unit Price in NPR.	Amount in NPR.
<u>1</u>	Fabrication and supply of hoarding boards in accordance with the Schedule of Requirement and Specifications of hoarding boards – Annex 1	140		
<u>2</u>	Delivery and Installation Charges in the locations provided in Schedule of Requirement and Specifications of hoarding boards – Annex 1	140		
	Total			
	VAT 13%			
	TOTAL with VAT IN NPR.			

**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item
<b>NOT APPLICABLE</b>				

<sup>12</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>13</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:	NA		
Country/ies Of Origin <sup>14</sup> :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance	NA		
b) Warranty – 1 year			
c) Service Unit to be Provided when the Purchased Unit is Under Repair	NA		
d) Brand new replacement if Purchased item is not working	NA		
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>	NA		

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier's Authorized Person]*  
*[Designation]*  
*[Date]*

<sup>14</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

## **Annex 3**

### **General Terms and Conditions**

#### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

#### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

#### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

#### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

## **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.



**13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.